

## EXHIBIT "A"

***Underlying Complaint Jennifer Curlee v.  
American Modern Home Insurance Company***

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMONS PLEAS  
 ) FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF CHARLESTON ) C.A. No. 10-CP-10-2333  
  
JENNIFER CURLEE )  
)  
)  
Plaintiff, )  
)  
- versus - )  
)  
AMERICAN MODERN HOME )  
INSURANCE COMPANY )  
)  
Defendant. )  
\_\_\_\_\_  
)

COMPLAINT  
(Insurance Bad Faith)  
Jury Trial Demanded

BY  
JULIE A. ARMSTRONG  
CLERK OF COURT  
2010 MAR 19 PM 12:00  
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Plaintiff complaining of the Defendants alleges and says as follows:

1. Plaintiff is an individual, and resident of Simpsonville South Carolina.
2. Defendant is an insurance company, organized and existing under the laws of a state other than South Carolina, licensed to do business in South Carolina with offices in Charleston County, South Carolina and in the business of a business insurer.
3. The parties hereto, the subject-matter hereof, and all things and matters hereinafter alleged are within the jurisdiction of this Honorable Court.
4. At all times relevant hereto Plaintiff was the owner of a 1992 31' Sea Ray 310 Sport Bridge watercraft which was insured for loss arising out of an accident under a policy of insurance # 0031178975 issued by Defendant a copy of which is attached hereto and marked "Exhibit A".

5. On May 24, 2008 Plaintiff suffered a loss caused by an accident as defined by the policy.
6. Defendant has failed and refused to indemnify Plaintiff for the aforesaid loss.

**FOR A FIRST CAUSE OF ACTION**

7. All of the allegations contained in paragraph 1 - 6 are hereby incorporated herein as if they had been set forth fully hereunder.
8. That the Defendant's conduct constitutes a breach of the insurance policy.
9. Plaintiff is entitled to recover actual damages and pre-judgment interest as a result of Defendant's conduct.

**FOR A SECOND CAUSE OF ACTION**

10. All of the allegations contained in paragraph 1 - 9 are hereby incorporated herein as if they had been set forth fully hereunder.
11. That the Defendant's refusal to pay the contracted for benefits is without reasonable basis and in bad faith.
12. Plaintiff is entitled to damages against the Defendant in the amount of actual, consequential and punitive damages.

**FOR A THIRD CAUSE OF ACTION**

13. All of the allegations contained in paragraph 1 - 6 are hereby incorporated herein as if they had been set forth fully hereunder.
14. That more than ninety days (90) have passed since demand has been made for the payment of the benefits.

15. Plaintiff is entitled to an award of attorney's fees in an amount of 1/3 of the face value of the benefits.

WHEREFORE, Plaintiff prays judgment against the Defendant in the amount of actual, consequential, and punitive damages together with attorney fees and the costs and disbursements of the action in an amount to be determined by this Court.

GEORGE J. KEFALOS, P.A.

BY:

George J. Kefalos, Esquire  
3 State Street  
Charleston, SC 29401

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina  
This 17 day of March, 2010